



SOUTH FEATHER WATER & POWER

TO: Board of Directors

FROM: Michael Glaze, General Manager

DATE: November 4, 2005

**RE: Acceptance of Facilities – Foothill Estates Subdivision
Agenda Item for 11/22/05 Board of Directors Meeting**

Malar Construction (Malcolm Hall) has completed construction of the water system for it's the Foothill Estates Subdivision, west side of Foothill Boulevard, south of its intersection with Brookdale Avenue. In conformance with the Agency's Rules and Regulations, Part A, Section 4E, they have offered to convey and transfer the water distribution facilities to the Agency (copy of offer is attached). They have provided a one-year maintenance bond in the amount of \$11,240 (25% of water system construction cost), as required by the Rules and Regulations (copy attached).

It is in order, therefore, for the Board to accept the offered facilities into the Agency's maintained system. You may do so by the following action:

"I move adoption of Resolution 05-11-1 accepting the water distribution facilities installed by Malar Construction within Foothill Estates Subdivision into the Agency's maintained system."



SOUTH FEATHER WATER & POWER

RESOLUTION 05-11-1

**RESOLUTION OF THE BOARD OF DIRECTORS OF
SOUTH FEATHER WATER AND POWER AGENCY**

ACCEPTING DISTRIBUTION FACILITIES INTO ITS MAINTAINED SYSTEM

FOOTHILL ESTATES SUBDIVISION

WHEREAS, Malamar Construction (DEVELOPER) is the owner of residentially zoned property within the political boundaries of the South Feather Water and Power Agency (AGENCY); and,

WHEREAS, AGENCY is an irrigation district formed and existing in accordance with the provisions of Division 11 of the Water Code of the State of California and has amongst its powers the authority to own, operate, and maintain facilities for the distribution of treated water within its boundaries; and,

WHEREAS, DEVELOPER has caused to be constructed within it's Foothill Estates Subdivision an extension of AGENCY's domestic water distribution system; and,

WHEREAS, DEVELOPER has requested that the AGENCY's Board of Directors accept the offer and dedication of said water facilities; and,

WHEREAS, the Board of Directors of the AGENCY desires to take over the operation of said water distribution system.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of South Feather Water and Power Agency that the AGENCY does hereby accept into its maintained water distribution system those certain distribution facilities installed within Foothill Estates Subdivision by Malamar Construction.

BE IT FURTHER RESOLVED that acceptance into the AGENCY-maintained system is subject to the guarantees, warranties, and maintenance obligations agreed to by DEVELOPER in connection with the construction of said extension.

PASSED AND ADOPTED this 22nd day of November 2005, at Oroville, California, the following Directors voting thereon:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Dee Hunter, President

Attest:

Michael C. Glaze, General Manager
Secretary to the Board of Directors

CONVEYANCE AND OFFER OF DEDICATION – Foothill Estates Subdivision

The undersigned hereby offer to convey and transfer to South Feather Water and Power Agency (Agency), a public agency, and do hereby dedicate for public use, those certain water system facilities and appurtenances shown on the approved improvement plans for the Foothill Estates Subdivision.

The undersigned further certify and guaranty to Agency that said water system facilities have been constructed in accordance with the Agency's standards, that they are free of defects in materials and workmanship, and do further assure and warrant that the water system facilities, together with the contractors, subcontractors, employees, or agents of the undersigned have been fully and completely paid, and that there exist no liens, encumbrances, stop notices, or claims on the water system facilities by any supplier, contractor, subcontractor, employee, or agent.

The undersigned hereby certify that he/she/they are the sole owners in fee of the parcels of property described as Foothill Estates Subdivision, that they are authorized to make this conveyance to Agency, and that they shall defend and indemnify Agency from and against any demands, claims, or damages arising from this conveyance and/or seeking to impose or enforce any lien or encumbrance on the facilities arising from their construction and conveyance.

The undersigned declare under penalty of perjury that the foregoing is true and correct. Executed this 15th day of June, 2005, at Oroville, California.

Landowners

By *[Handwritten Signature]*

By _____

South Feather Water and Power Agency accepts this Conveyance and Offer of Dedication, effective this ___ day of _____, 2005.

South Feather Water and Power Agency

By _____
President

By _____
Secretary

INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond No. 0386681

Premium \$658.00

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

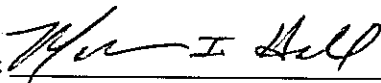
That we, Malamar Construction, Inc. as Principal, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation duly organized and by the virtue of the laws of the State of New Jersey and authorized to become sole surety on bonds in the State of California, as Surety, are held and firmly bound unto the South Feather Water and Power Agency, hereinafter called the Obligee, in the just and penal sum of Eleven Thousand Two Hundred Fourty Dollars and 00/100 Dollars (\$ 11,240.00), lawful money of the United States of America, to be the payment of which well and truly to be made the Principal binds itself, its successors and assigns, and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal hereby guarantees against defective workmanship and material for the following improvements: Domestic Water System for Foothill Estates Subdivision.

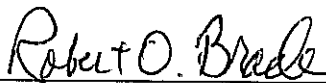
PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term of One (1) year(s) from the date of acceptance of the work by the Obligee.
2. In the event of default by the Principal in the performance of the maintenance during the term of this bond, the Surety shall be liable only for cost of maintenance up to the termination of the term of this bond.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted and process served upon the Surety after the expiration date of the bond.

Signed and sealed this 29th day of April, 2005.

By: 
Malcolm I. Hall, President

INTERNATIONAL FIDELITY INSURANCE COMPANY

By: 
Robert O. Braden, ~~Attorney-in-Fact~~